

Grant/Cooperative Agreement Award					
1. AWARD NO. SAMPLE-03-1-0001		2. EFFECTIVE DATE	3. PURCHASE REQUEST NO. See Block 16	4. CFDA NO.	PAGE OF 1 10
5. ISSUE BY AFRL/PKQ USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7801 JANICE E. HELD (937) 656-9005 janice.held@wpafb.af.mil		CODE FA8650	6. AWARDED TO CAGE CODE		7. AUTHORITY
9. SCOPE / AGREEMENT TERMS The Statement of Work entitled, "Subject Title," dated XX-XX-XXXX, is Attachment 1 to the Grant.		8. PERIOD OF PERFORMANCE			
10. RECIPIENT PRINCIPAL INVESTIGATOR Name		11. OTHER SPONSORING AGENCY(S) Defense Advanced Research Projects Agency (DARPA)			
12. ADMINISTRATIVE OFFICE OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE 230 SOUTH DEARBORN, ROOM 380 CHICAGO IL 60604-1595		13. PAYING OFFICE DFAS-BVFD/DY P.O. BOX 369024 COLUMBUS, OHIO 43218-9024		14. STAFF JUDGE ADVOCATE OFFICE AFMC/LO JAZI BLDG 11, AREA B 2240 B STREET, ROOM 100 WRIGHT-PATTERSON AFB, OH 45433-7109	
15. GOVT PROGRAM MANAGER (Name, Org, Tel, Email) Project Engineer, Engineer's Name@wpafb.af.mil					
16. ALLOCATED FUNDING: The following funds with associated Accounting Classification reference number(s) (ACRNs) are allotted to this agreement:					
ACRN		FUND CITATION(s)			AMOUNT
SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.					
PAYING OFFICE INSTRUCTIONS:					
PAYMENT SCHEDULE (if applicable):					
17. TOTAL FUNDS OBLIGATED		Government Share \$0.00	Recipient Share \$0.00	Total \$0.00	18. INVOICE INSTRUCTION
19. AMOUNT OF AWARD		Government Share \$0.00	Recipient Share \$0.00	Total \$0.00	
20. OPTIONS		Government Share	Recipient Share	Total	21. PERIOD
FOR THE RECIPIENT		FOR THE UNITED STATES OF AMERICA			
22. SIGNATURE		23. SIGNATURE			
24. NAME AND TITLE		25. DATE SIGNED	26. NAME AND TITLE		27. DATE SIGNED
			GRANTS OFFICER		

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1.020 ADMINISTRATIVE REQUIREMENTS FOR SUBAWARDS AND CONTRACTS (NOV 1999)

(a) The recipient shall apply to each subaward the administrative requirements of the DoDGARs applicable to the type of subrecipient. The DoDGARs Part 32 shall be applied to awards to universities or other nonprofit organizations, DoDGARs Part 33 shall be applied to awards to state and local governments, and DoDGARs Part 34 shall be applied to for-profit entities.

(b) Recipients awarding contracts under this agreement shall assure that contracts awarded contain, as a minimum, the provisions in Appendix A to DoDGARs Part 32.

1.030 DELEGATION OF ADMINISTRATION (NOV 1999)

The administrative duties listed below have been delegated to the grants administration office:

(a) During performance:

- (1) Approve provisionally all Requests for Advance or Reimbursement (SF 270).
- (2) Perform property administration.
- (3) Perform plant clearance.
- (4) Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).
- (5) Perform cash management by reviewing quarterly Report of Federal Cash Transactions (SF 272) and, after conferring with the AFRL grants officer, make appropriate adjustments to predetermined scheduled payments by modifying the agreement.

(b) Upon expiration of agreements:

- (1) Obtain final payment request, if any.
- (2) Obtain the final Financial Status Report (SF 269).
- (3) Obtain the final SF 272, if applicable.
- (4) Obtain final property report and dispose of Government property on those assistance awards containing residual Government Property.
- (5) Perform a review of final incurred costs and assist the awarding grants officer in resolving exceptions, if any, resulting from questioned costs.
- (6) Perform cost sharing adjustments, if applicable.
- (7) Assure that all refunds due the Government are received.
- (8) Notify the grants officer when the final SF270, SF272 and/or SF269 indicates an unexpended balance.

2.011 TERMINATION (NOV 1999)

(a) The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement.

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the grants officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the grants officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the grants officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those non-

cancelable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled Incremental Funding.

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work and data made or developed under this agreement.

(f) If this agreement is terminated, the Government has the rights identified in and the recipient shall comply with the article entitled Closeout, Adjustments, Continuing Responsibilities and Collection.

(g) Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, the grants officer may order immediate suspension of work, in whole or in part.

2.020 ENFORCEMENT (NOV 1999)

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in DoDGARs 32.62 when determined appropriate.

2.040 MODIFICATIONS (JUN 2001)

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement shall be submitted in writing to the Government program manager before the desired effective date with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the grants officer has the authority to act on behalf of the Government to modify this agreement. If the Government agrees to the proposed modification without change, the grants officer may issue a modification unilaterally approving the request.

(b) The grants officer or administrative grants officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

3.010 PROPERTY SYSTEM (NOV 1999)

The recipient's property system shall meet the standards as set forth in DoDGARs 32.30 through 32.37.

3.020 TITLE TO PROPERTY (NOV 1999)

Unless otherwise stated in the Award, title to personal property acquired with agreement funds shall vest in the recipient upon acquisition, except that supplies shall be managed in accordance with DoDGARs 32.35. Title to real property shall vest in the recipient subject to conditions contained in DoDGARs 32.32 (a) and (b). The recipient shall dispose of real property in accordance with grants officer instructions issued pursuant to DoDGARS 32.32(c).

4.010 INCREMENTAL FUNDING (JUN 2001)

(a) In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government to this agreement. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) If additional funds are not made available, this agreement may be terminated pursuant to the article entitled Termination. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted to the agreement by the Government or, if this is a cost-sharing agreement, the amount then allotted by the Government to the agreement plus the recipient's corresponding share, until the grants officer notifies

the recipient in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the Government or if this is a cost-sharing agreement, the amount previously allotted by the Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

4.023 PAYMENT - REIMBURSEMENT (NOV 1999)

The recipient shall request reimbursement by submitting the original SF 270, Request for Advance or Reimbursement, to the administrative grants officer with a copy to the AFRL grants officer and AFRL program manager. To the maximum extent possible, payments will be made by electronic funds transfer after administrative grants officer approval. Recipients may submit requests for monthly reimbursement when EFT payment is not used or as frequently as necessary when EFT payment is used. Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled Final Performance Report.

4.032 PROGRAM INCOME - RESEARCH (NOV 1999)

(a) All program income earned during the project period shall be added to funds committed to the project by the Government and recipient organization and be used to further eligible program objectives.

(b) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

(c) The recipient has no obligation to the Government for program income earned after the end of the project period.

(d) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks and inventions produced under the agreement.

4.050 COST PRINCIPLES (AUG 2001)

The cost principles applicable to this agreement are A-21, Cost Principles for Educational Institutions, in effect at time of award. In accordance with DoDGARs 32.27, cost principles for determining allowability of costs applicable to lower tier, cost-type contracts or awards under this agreement shall be determined by type of entity receiving the lower tier contract or award.

4.060 STANDARDS FOR FINANCIAL MANAGEMENT (NOV 1999)

The recipient's financial management system shall comply with the standards identified in DoDGARs 32.21(b).

4.070 NON-FEDERAL AUDITS (NOV 1999)

The recipient shall comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Recipients shall mail audit reports required by Subpart C of OMB Circular A-133 to the Single Audit Clearinghouse, 1201 E. 10th Street, Jeffersonville IN 47132. Subrecipient(s) shall comply with the audit requirements appropriate for the type of entity receiving the award as required by DoDGARs 32.26.

4.080 RETENTION AND ACCESS TO RECORDS - ELECTRONIC FORMAT (AUG 2001)

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with DoDGARs 32.53. Copies in either electronic or computer format may be substituted for original records.

4.090 REVISION OF BUDGETS AND PROGRAM PLANS - PRIOR APPROVALS AUTHORIZED (AUG 2001)

- (a) The budget plan is the financial expression of the program as approved during the award process.
- (b) The recipient shall obtain Grants Officer's prior written approval of the Government before making any of the following project changes:
 - (1) A change in scope or objectives of the project as stated in the approved application or approved modifications thereto, such as a change in the phenomenon under study, even if there is no associated budget revision.
 - (2) The absence or change of the Principal Investigator/Project Director (PI/PD). If the approved PI/PD severs connection with the recipient or otherwise relinquishes active direction of the project (either permanently or for a continuous period of more than 3 months or a 25 percent reduction in time devoted to the project), then the recipient shall either:
 - (i) Appoint a replacement PI/PD with Government approval; or
 - (ii) Obtain approval for a reduction of time devoted to the project; or
 - (iii) Relinquish the award (by mutual agreement in accordance with the article entitled Termination).
 - (3) The need for additional Federal funding. The maximum obligation of the Government to the recipient is the amount indicated in the Award as obligated by that agency. Nothing in this article or other articles of this agreement requires the awarding agency to make available any additional funds or limits its discretion with respect to the amount of funding to be provided for the same or any other purpose.
 - (4) The transfer, by contract or other means, of a significant part of the research or substantive programmatic effort, unless described in the approved application or approved modifications to the award. With its request for approval, the recipient shall submit a justification, a description of the scientific/technical impact on the project, and a budget estimate.
 - (5) Any extensions to this agreement.
- (c) The recipient is authorized to do any one or more of the following:
 - (1) Incur pre-agreement costs 90 days prior to award. All pre-award costs are incurred at the recipient's risk (i.e., the Government is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the amount of the agreement is less than anticipated and inadequate to cover such costs).
 - (2) Carry forward unobligated balances to subsequent funding periods. Any unobligated balance of funds which remains at the end of any funding period, except the final funding period of the project, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the project in addition to the current year's funding. No separate or specific awarding agency prior approval is required to authorize use of the funds since the carryover of unobligated balances is automatic.
 - (d) The recipient shall provide revised budget information to the Government if there are any significant changes in the size or scope of the project or in the originally negotiated total estimated cost for the project period.

5.010 CLAIMS, DISPUTES AND APPEALS - INCORPORATED BY REFERENCE (AUG 2001)

Recipient claims and disputes and appeals of grants officer decisions shall be processed in accordance with the procedures of DoDGARs 22.815.

6.010 EXPORT CONTROL (NOV 1999)

(a) Access to the technology developed under this agreement by foreign firms, institutions or individuals shall be controlled by the recipient under applicable U.S. export control laws.

(b) The recipient shall receive the grants officer approval before assigning or granting access to any work, equipment, or technical data generated or delivered under this agreement to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access.

6.021 INVENTIONS (AUG 2001)

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR 401.14(a)) is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (l), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) The recipient shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually. The recipient shall submit the original and one copy to the servicing Staff Judge Advocate's office, one copy to the grants officer and one copy to the administrative grants officer.

6.030 DATA RIGHTS (NOV 1999)

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

(b) The recipient hereby grants to the U.S. Government a royalty free, world-wide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

(c) The recipient is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.

(d) The recipient shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

7.010 INTERIM PERFORMANCE REPORTS (JUN 2001)

(a) Recipients shall submit Interim Performance Reports in accordance with this article and DoDGARs 32.51. The recipient may submit reports in electronic form.

(b) Content: Reports shall detail technical progress to date and report on all problems, technical issues, or major developments that arose during the reporting period. The reports shall discuss each of the topics listed below:

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both.

(2) Reasons why established goals were not met, if appropriate.

(3) Other pertinent information including analysis and an explanation of cost overruns.

(c) Submission: The recipient shall submit Interim Performance Reports quarterly within 30 days after completion of the reporting period throughout the term of the agreement. The first period begins on the effective date of the agreement. The recipient shall submit one copy of the Interim Performance Report to

- (1) AFRL program manager;
- (2) AFRL grants officer
- (3) administrative grants officer, and
- (4) any other sponsoring agency program manager if applicable.

(d) Mark all data delivered with the following statement:

X

7.023 FINANCIAL REPORTS - REIMBURSEMENT (NOV 1999)

(a) The recipient shall submit the Financial Status Report (SF 269 or 269A) on a cash basis within 30 days following the end of each quarter and within 90 days following the completion of the agreement. One copy of each report shall be submitted to:

- (1) the administrative grants officer;
- (2) AFRL grants officer;
- (3) AFRL Program Manager; and
- (4) any other program manager identified in the Award.

7.030 PUBLISHING PROJECT RESULTS (NOV 1999)

(a) Publications. The recipient is expected to publish or otherwise make publicly available the results of the work conducted under this award. One copy of all publications resulting from the project shall be forwarded to the AFRL program manager as it becomes available.

(b) An acknowledgment of awarding agency's support shall appear in the publication of any material, whether copyrighted or not. The acknowledgement shall read:

"This material is based on research sponsored by Air Force Research Laboratory under agreement number F33615-03-1-XXXX. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

(c) The recipient is responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of Air Force Research Laboratory or the U.S. Government."

7.040 FINAL PERFORMANCE REPORT (JUN 2001)

(a) Recipients shall submit the Final Performance Report in accordance with this article and DoDGARs 32.51. All publications shall contain the notice included in the article entitled Publishing Project Results.

(1) Content: The Final Performance Report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the period covered by the

agreement. Each of the topics listed in the article entitled Interim Performance Reports shall be addressed as appropriate. Publications may be bound and attached as appendices.

(2) Format: Submit the Final Performance Report in the following format:

(i) Prepare the Cover/Title Page by completing the Standard Form (SF) 298, Report Documentation Page. In Item 13 include a 100 to 200 word abstract summarizing technical progress during the reporting period. Style is to be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All pages should be of good quality for copying purposes.

(ii) The report shall be prepared in accordance with American National Standard Institute document ANSI/NISO Z39.18-1995, Scientific and Technical Reports - Elements, Organization, and Design which may be obtained from:

NISO Press Fulfillment Center
PO Box 451
Annapolis Junction MD 20701-0451
<http://www.niso.org>

(iii) Submission. The recipient shall submit the Final Performance Report (with letter of transmittal), in the original (camera ready) and one copies, to AFRL/XXXX within 90 days after completion of the agreement with one electronic copy in MS Word compatible format. Submit one copy of the report to any other program manager identified as other sponsoring agency personnel. Also, provide one copy each of the transmittal letter to:

(A) AFRL grants officer and

(B) administrative grants officer.

(b) Mark all data delivered with the following statement:

X

8.010 PROCUREMENT SYSTEM (NOV 1999)

The recipient's procurement system shall comply with the standards contained in DoDGARs 32.41 through 32.48.

8.020 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT (NOV 1999)

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with DoDGARs 32.71 through 32.73 and DoDGARs 22.850. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Performance Report, and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

8.030 USING TECHNICAL INFORMATION RESOURCES (NOV 1999)

To the extent practical, the recipient shall use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

9.010 MILITARY RECRUITING ON CAMPUS (NOV 1999)

As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy of denying, and that it is not an institution of higher education that effectively prevents, the Secretary of Defense from obtaining for military recruiting purposes: (a) entry to campuses or access to students on campuses; or (b) access to directory information pertaining to students. If the recipient is determined, using procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this article, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

9.020 U.S. FLAG AIR CARRIERS (NOV 1999)

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421.)

9.043 ASSURANCES (FEB 2001)

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90;

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56;

(iv) On the basis of sex or blindness, in Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The recipient shall obtain assurances of compliance from subrecipients.

<u>ATTACHMENTS</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	0		STATEMENT OF WORK